

If a spill(s) or release(s) of any substance into the environment occur, the Contractor immediately reports the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the CO. For all new construction, the construction schedule shall be updated to reflect current progress and submitted to the CO on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the CO within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the CO in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. A number of ICE staff will be operating on site to conduct IHP operations. Contractor access to Government required space must be pre-approved by the COTR. In cases of emergency the contractor shall notify the COTR promptly.

The Contractor shall provide operational space for ICE and Executive Office for Immigration Review (EOIR) operations. EOIR will require approximately 4,500 square feet; and ICE approximately 3,000 square feet.

All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to staff, except when specific permission is granted by on-site ICE or USMS staff. The Contractor shall be responsible for all maintenance, security and costs associated with space designated for Government staff.

The Contractor shall provide no less than 40 parking spaces for Government use.

Remote Custody and Secure Transportation Services. Provide transportation services as prescribed in Section J, Attachment 4.

Performance Requirements Summary

1 GENERAL

In accordance with (IAW) the Federal Acquisition Regulations (FAR), subpart 37.601 Performance-based contracting methods are to ensure that required performance quality levels are achieved and that total payment is related to the degree that services performed meet contract standards. Further, the contract specifies procedures for adjustment to the price of a fixed-price contract when services are not performed or do not meet contract requirements. In addition, Performance-based contracts shall use measurable performance standards and the Government Quality Assurance Surveillance Plan (QASP).

IAW FAR subpart 37.602-2, Agencies shall develop quality assurance surveillance plan when acquiring services. These plans shall recognize the responsibility of the contractor to carry out its quality control obligations and shall contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the Performance Work Statement. The QASP focuses on the level of performance required by the Performance Work Statement, rather than the methodology used by the contractor to achieve that level of performance.

2 AUTHORITY FOR INSPECTION AND ACCEPTANCE

IAW with the clause located at 52.246-4, Inspection of Services - Fixed Price, the Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.

The QASP is not part of the contract nor is it intended to relieve the contractor's quality control responsibilities. To ensure that services performed conform to contract requirements, the Government may use one or more inspection review systems.

The contract requirements are divided into various disciplines, each of which has a number of functional areas. Successful performance of a functional area is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.

The Government reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

3. DEFINITIONS

Performance Requirements Summary (Attachment 1): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE National Detention Standards (NDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government (or its

designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Contractor to inspect and accept services/work performed in accordance with the technical standards prescribed in the agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the DRO ICE NDS and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by the Government in order to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution/correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Contractor will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN:

As a part of its agreement with the Government, the Contractor is required to develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 1 for a summary list of performance requirements.) Such reviews are performed by the Contractor in order to validate its operations, and assure the Government that the services meet the performance standards.

The Contractor's QCP should include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the Contractor's QCP activities should be provided to the COTR as requested.

The frequency and type of the Contractor's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 3).

The Contractor is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Contractor must develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

The Government will inspect the Contractor's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP) as well as the ACA Standards for Adult Local Detention Facilities (ALDF). The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500 beds or more have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the 9 functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the Contractor's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the Contractor's performance by (a) conducting site visits to assess the facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the Contractor's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced for

annual review purposes, the “Monitoring Instruments” and “Verification Sources” identified in the DRO standard will be used.

5.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR designee. Routine reviews may involve direct observation of the Contractor personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 3) or ad-hoc.

5.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the Contractor’s QCP, an unusual occurrence pertaining to the agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the Contractor as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of Contractor performance activities, or accompany the Contractor’s designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (See Attachment 2).

5.3 Review of Documentation: The Contractor must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Contractor must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the Contractor’s documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

5.4 Interviews and Other Feedback: The COTR will interview key members of the Contractor’s staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of

the monthly invoice amount payable to the Contractor based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Contractor at least 30 calendar days in advance of implementation of the new standard(s). If the Contractor is not provided with the notification, adjustment to the new standard must be made within 30 calendar days after notification. If any change affects pricing, the Contractor may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Contractor, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Contractor to receive full payment as identified in the agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Contractor's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Contractor will be assigned the following rating relative to each performance standard:

| Rating | Description |
|---------------|---|
| Acceptable | Based on the measures, the performance standard is demonstrated. |
| Deficient | Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance |
| At-Risk | Based on the performance measures, the majority of a performance standard's attributes are not met. |

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Contractor's monthly invoice as prescribed in Attachment 1

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Contractor's monthly invoice. This may happen when an event occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the Contractor has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance

area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Contractor has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security and Control," but may also relate to a deficiency in the area of "Administration and Management."

8. NOTIFICATIONS

- (a) Based on the inspection of the Contractor's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2. To the extent practicable, issues should be resolved informally, with the COTR and Contractor working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Contractor with a date when a response is due. Upon receipt of a CDR, the Contractor must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Contractor must return the CDR with the action planned or taken noted. After the COTR reviews the Contractor's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the Contractor.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the CDR in its monthly report to DRO Headquarters, with

a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Contractor in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.

- (e) Following receipt of the Contractor's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Contractor terminates the agreement, those funds will not be released. The Contractor may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Contractor is not relieved of full performance of the required services hereunder; the agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE/MEMBER OF PUBLIC COMPLAINTS:

The detainee and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COTR will be logged and forwarded to the Contractor for remedy. Upon notification, the Contractor will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Contractor will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Contractor will document its findings and notify the COTR.

10. ATTACHMENTS

- 1 Performance Requirements Summary
- 2 Contract Discrepancy Report

Attachment 1
Performance Requirements Summary

| FUNCTIONAL AREA/ WEIGHT | PERFORMAN CE STANDARD | PERFORMAN CE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|---|--|---|---|--|
| Administration and Management (10%) <small>(Addresses facility policy development, internal inspection and reviews, detainee records, administration and orientation, personal property and monies, release and accommodations for the disabled)</small> | Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07 | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | <ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached) Monthly review of corrective action plan results. Ad-hoc reviews as needed Review of Contractor's quality control program monitoring reports CDRs | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP) | A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established. |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|----------------------------|---|--|---|---|--|
| | Funds & Personal Property (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/fundprop.pdf) Policy Development and Monitoring 4- ALDF-7D-06 | | | | A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established. |
| | Communicable Disease 4-ALDF-4C-14 Detainee Hunger Strikes (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf) Experimental Research 4-ALDF-4D-18 Medical, Dental, and Mental Health Appraisals/Medical Care (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf) Suicide Prevention (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/suicide.pdf) Terminal Illness, Advanced Directives and Death (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf) | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard <ul style="list-style-type: none"> • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs | <p>A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of Deficient on any of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p> | |

Health Care (15%)

(Addresses overall access to routine, chronic health care, mental health, emergency health and dental services provided by the institution

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| Security and Control (25%) <i>(Addresses post orders, permanent logs, security features, security inspections, control of contraband, detainee searches, detainee accountability, use of force, non-routine use of restraints, tool and equipment control, detainee discipline, supervision for special housing, contingency and emergency plans.)</i> | Detainee Searches 4-ALDF-2C-01-06 Detainee Accountability & Supervision / Population Counts (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/hlpopula.pdf) Use of Force (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/usoffor.pdf) Detainee Transfers (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/detTransStffinal.pdf) Tool and Equipment Control (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/toolent.pdf) Weapon Control 4-ALDF-2B-08-4-ALDF-2B-14 Detainee Discipline (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/discind.pdf) Special Management Unit-Administrative Seperation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/smu_adm.pdf) | <ul style="list-style-type: none"> • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs • Review of Contractor's quality control program monitoring reports and output data • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached) | <ul style="list-style-type: none"> • Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP) • A rating of Deficient on any three of the standards will result in a 25% withholding in the monthly invoiced amount until compliance with the standard is established. | <ul style="list-style-type: none"> • A rating of Deficient on any of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established. | |

| FUNCTIONAL AREA/ WEIGHT | PERFORMAN CE STANDARD | PERFORMAN CE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|----------------------------|--|-------------------------|---------------------------|--------------------------------|-------------------------|
| | <p>Special Management Unit-Disciplinary Segregation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/securu_dis.pdf)</p> <p>Contingency/Emergency Plan (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/emergee.pdf)</p> <p>Hold Rooms in Detention Facilities (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf)</p> <p>Control of Contraband (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/contcnd.pdf)</p> <p>Post Orders (ICE Standard) (http://www.ice.gov/doclib/partners/dr_opsmanual/postord.pdf)</p> <p>Permanent Logs 4- ALDF-2A-11</p> <p>Security Features (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/walklock.pdf)</p> <p>Security Inspections and/or Reviews (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/secuires.pdf)</p> <p>Sexual Assault 4- ALDF-4D-22-8</p> | | | | |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
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| Transportation (Land Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/transp.pdf) | Weapons Control 4- ALDF-2B-04, 4-ALDF- 2B-08, 4-ALDF-7B-14 | Environmental Health & Safety (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/enviro.pdf) | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic review in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs | A rating of Deficient on any of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established. |
| Food Service (10%) (Addresses basic sanitation and adequacy of varied meals and special diets provided to detainees) | Food Service Standards (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/FoodService.pdf) | | | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP) | A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established. |

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| Staff and Detainee Communication (2.5%) <i>(Addresses methods of communicating with detainees, detention/correctional staff training in diversity, and the detainee grievance process)</i> | Detainee Grievances (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/griev.pdf) Diversity Training 4-A (ALDF-6A-08, 4-ALDF-7B-10) | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | <ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP) | A rating of Deficient on any two of the standards will result in a 2.5% withholding in the monthly invoiced amount until compliance with the standard is established. |
| Safety and Sanitation (10%) <i>(Addresses the adequacy of fire safety programs, the control of dangerous materials, the general facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)</i> | Environmental Health & Safety (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/environment.pdf) Clothing and Bedding (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf) | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | <ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP) | <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|--|---|---|--|--|
| Services and Programs (10%) <i>(Addresses detainee security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to a telephone, the handling of detainee mail and other correspondence, and visitation privileges)</i> | <p>Access to Legal Material (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ul/legal.pdf)</p> <p>Classification, Review, and Housing (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ul/classif.pdf)</p> <p>Detainee Mail & Correspondence (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ul/corresp.pdf)</p> <p>Group Legal Representation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ul/legal.pdf)</p> <p>Marriage Requests (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ul/married.pdf)</p> <p>Non-Medical Emergency Escorted Trips (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ul/escort.pdf)</p> <p>Recreation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ul/recreat.pdf)</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs | <ul style="list-style-type: none"> • Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP) | <ul style="list-style-type: none"> • A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established. | <ul style="list-style-type: none"> • A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established. |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|---|---|--|--|--|
| | <p>Religious Practices (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/cloth.pdf)</p> <p>Telephone Access (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/telece.pdf)</p> <p>Voluntary Work Program (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/work.pdf)</p> <p>Visitation Privileges (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/val/visit.pdf)</p> | | | | A rating of Deficient on any three of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established. |
| Workforce Integrity (15%) <i>(Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/ certification and adequacy of systems to report and address staff misconduct)</i> | <p>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</p> <p>Staff Misconduct 4-ALDF-7B-01</p> <p>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</p> <p>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p> | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached contract performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs | <p>Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)</p> | <p>A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|---|---|--|--|---|--|
| Detainee Discrimination (2.5%) <i>(Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)</i> | Discrimination Prevention 4-ALDF-6B-02-03 | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs | <ul style="list-style-type: none"> Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP) | <p>A rating of Deficient on the standards will result in a 2.5% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced amount until compliance with the standard is established.</p> |

Attachment 2
Contract Discrepancy Report

| | | | |
|--|----------------------------|-------------------------|-----------------|
| CONTRACT DISCREPANCY REPORT | | 1. CONTRACT NUMBER | |
| Report Number: | | Date: | |
| 2. TO: (Contractor and Manager Name) | | 3. FROM: (Name of COTR) | |
| DATES | | | |
| CONTRACTOR NOTIFICATION | CONTRACTOR RESPONSE DUE BY | RETURNED BY CONTRACTOR | ACTION COMPLETE |
| 4. DISCREPANCY OR PROBLEM (Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.) | | | |
| 5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) | | | |
| 6. TO: (COTR) | 7. FROM: (Contractor) | | |
| 8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRANCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.) | | | |
| 9. SIGNATURE OF CONTRACTOR REPRESENTATIVE | | 10. DATE | |
| 11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary) | | | |
| 12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.) | | | |
| CLOSE OUT | | | |
| CONTRACTOR NOTIFIED | NAME AND TITLE | SIGNATURE | DATE |
| | | | |
| | | | |
| COTR | | | |
| CONTRACTING OFFICER | | | |

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See "Section J. List of Documents, Exhibits, and Other Attachments" of Contract for the following attachments to the Performance Work Statement, incorporated herein and made a part hereof:

| <u>ATTACHMENT</u> | <u>TITLE</u> |
|-------------------|--|
| ATTACHMENT 1 | Standards of Contractor Employee Conduct and Responsibility |
| ATTACHMENT 2 | Scope and Coverage of a Limited Background Investigation (LBI) |
| ATTACHMENT 3 | Detainee Voluntary Work Program Agreement Service Processing Center/Contract |
| ATTACHMENT 4 | Transportation Requirements |
| ATTACHMENT 5 | Wage Determination for New York, New York, revision 05/29/2007 |
| ATTACHMENT 6 | Quality Control Plan as submitted by Ahtna Technical Services (8/13/07) |
| ATTACHMENT 7 | Phase in Period Timeline |

SECTION E - Inspection and Acceptance

E-1 Inspection of Services - Fixed-Price. (AUG 1996) 52.246-4

(a) *Definition:* Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) Terminate the contract for default.

(End of clause)

The Performance Requirement Summary can be found at the end of Section C to the Contract. It contains a table of deductions.

SECTION F - Deliveries or Performance

F-1 Stop-Work Order. (AUG 1989) 52.242-15

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F-2 Government Delay of Work. (APR 1984) 52.242-17

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that

performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

SECTION G - Contract Administration Data

G.1 GENERAL ADMINISTRATIVE INFORMATION

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility, which will administer the contract if such address is different from the address shown on the SF26, as applicable.

The Contracting Officer is:

Deborah Locke
Contracting Officer, Office of Acquisition Management (OAQ)
Immigration and Customs Enforcement
Department of Homeland Security
Washington, DC 20536
Main:
Desk: b2Low
b6

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

The Contracting Officer may execute contract modifications deobligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY

The Contracting Officer has designated the following as the Contracting Officer's Representative (COR) under this contract.

John W. Washington
Chief, Detention Acquisition Support Unit

Supervisory Detention and Deportation Officer
Detention Management Division
Office of Detention and Removal
Immigration and Customs Enforcement
801 I Street, N.W.
Washington, D.C. 20536
(202) 732-2952 - work

The COR is responsible for administering the performance of work under this contract. IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The COR may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COR:

- Must be consistent with the general scope of work set forth in this contract
- May not constitute new assignment of work nor change the expressed terms, conditions, or specifications of this contract; and
- Shall not constitute a basis for any increase in the contract's estimated cost, or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "CHANGES" (52.243-1 Alternate 1), the Contractor shall not implement such direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:

Include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "CHANGES" clause; and

Include the Contractor's best estimate as to the revision of any contractual provision that would result from implementing the COR's technical direction.

If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "CHANGES" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted in that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate; the written direction issued hereunder shall constitute the required Change direction.

Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "CHANGES" clause of this contract shall be a dispute concerning a question of fact within the meaning of the Section I Clause entitled "DISPUTES" (52.233-1).

G.4 ORGANIZATIONAL CONFLICTS OF INTEREST

The Contractor warrants that, to the best of his knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in Federal Acquisition Regulation 9.5, or that the offeror has disclosed all such relevant information.

The Contractor agrees that if an actual or potential conflict of interest is discovered after award, the offeror will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflicts.

Remedies: The Government may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue other such remedies as may be permitted by law or this contract.

G.5 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT REQUIREMENTS

See Clauses section below for method and manner of payment.

FAR 52.232-33, PAYMENTS BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

G.6 INVOICES

The Government will pay for services rendered under this contract satisfactorily performed. The contractor shall provide invoices and a detailed billing summary every 30 days. To improve the timeliness of the inspection and acceptance of delivered services and receipt of payment by the Contractor, copies of the invoice, clearly marked as information copies, shall be submitted to the COTR and the Contracting Officer concurrently. Invoices shall be submitted no more frequently than semi-monthly, in arrears.

To constitute a proper invoice, the document must include the following information:

- (1) Name of the business concern and invoice date;
- (2) Contract number;
- (3) Contract Line Item Number (CLIN), description, price, and quantity of services;
- (4) Dates of service;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Taxpayer/Employer Identification Number;
- (7) Direct Deposit Account number.

With respect to the above invoice requirements, the Contractor will include the required information with the actual (not estimated) number of manhours performed at the agreed upon contract price. The Government will pay no invoice that is noncompliant until it is corrected. Final payment shall be made in accordance with any adjustments due to the Government.

SECTION H - Special Contract Requirements

SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCEOP-07-C-00019 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)

2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of

terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

EMPLOYMENT ELIGIBILITY

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).